



**EXHIBIT "D"**  
**TO COMMERCIAL PURCHASE AND SALE AGREEMENT**  
**Seller's Warranties and Representations**

Property Address: 5134 Highway 127 N Crossville TN 38571-7486

Buyer: \_\_\_\_\_

Seller: Mark A Ruby

This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

*[Select only those items that apply to this transaction; the items not selected shall not be part of this Agreement. Each item selected shall be deemed material for purposes of Buyer's Remedies under the Seller's Representations and Warranties paragraph of the Commercial Purchase and Sale Agreement.]*

- ☒ **1. Accounts Payable.** There are no outstanding accounts payable relating to the Property that would be binding on the Buyer.
- ☐ **2. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including the Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- ☐ **3. Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy, licenses and permits as may be required for the Property and, to the best of Seller's knowledge, the present use and occupation of the Property is in compliance and conformity with the certificates of occupancy and all licenses and permits. There has been no notice or request of any municipal departments, insurance company or board of fire underwriters (or organization exercising functions similar thereto) directed to Seller and requesting the performance of any work or alteration in respect to the Property which has not been complied with.
- ☐ **4. Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of the Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting the Property or any portion thereof or its use.
- ☐ **5. Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the Improvements.
- ☐ **6. Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or notice, or both, would constitute a default or breach on the part of the Seller under any declaration of easements and/or restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default or breach thereunder on the part of any other party whose property is encumbered by or benefits from any declaration.
- ☐ **7. Hazardous Substances.** To the best of Seller's knowledge (i) no "hazardous substances," or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, (ii) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled, (iii) the Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse, and (iv) the Property has not previously been and is not currently in violation of the Tennessee or Federal Environmental Protection

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Standards. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from the Property.

- ☐ 8. **Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of the date hereof setting forth the leases in effect relating to the Property and setting forth with respect to each of the leases (i) the name of the tenant thereunder; (ii) the commencement and termination dates of the term of each such lease and information relating to renewals or extensions thereof; (iii) the premises covered by each such lease; (iv) the amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other charges payable thereunder have been paid; and (v) the amount of the security deposit required under each said lease and held by Seller.
- ☐ 9. **No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made against the Property that are unpaid, whether or not they have become liens.
- ☐ 10. **No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies by or at the instance of Seller for the Property have been paid in full and, other than routine ongoing charges pursuant to the Contracts, there are no claims against the Property or Seller in connection therewith.
- ☐ 11. **No Liens upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances, furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the occupation or operation of all or any part of the Property and which are owned by Seller are free of any and all liens, encumbrances, charges or adverse interests except security deeds from which the Property (including such personality) and fixtures will be released at Closing.
- ☐ 12. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to the Property or against the Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to the Property or any portion thereof.
- ☐ 13. **No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases, service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right, title interest, or benefit in or to all or any part of the Property, which will survive the Closing or be binding upon Buyer.
- ☐ 14. **Payment of all Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and payments due under any of the contracts for periods prior to the calendar month in which the Closing occurs have been paid in full or shall be paid in full at Closing.
- ☐ 15. **Preexisting Right to Acquire.** No person or entity has any right or option to acquire the Property or any portion thereof which will have any force or effect after execution hereof, other than Buyer.
- ☐ 16. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between the Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- ☐ 17. **Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor contracts that relate to the operation, management, or maintenance of the Property. All such contracts are in full force and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default on the part of any party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any severance or similar compensation on no more than thirty (30) days' notice.
- ☐ 18. **Tax Returns.** All property tax returns required to be filed by Seller relating to the Property under any law, ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and timely filed.
- ☐ 19. **Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances, building codes, or other legal requirements with respect to the Property; the Improvements comply with all applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction thereof; and the conditions to the granting of the zoning of the Property have been satisfied.

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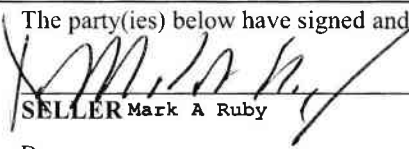
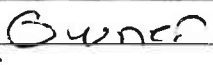
89    ☐ 20. **Zoning.** The Property is currently zoned \_\_\_\_\_ under the applicable zoning ordinances of  
90    \_\_\_\_\_, **Cumberland** County, Tennessee.

91    This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms  
92    of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to  
93    or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby  
94    considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale  
95    Agreement shall remain in full force and effect.

96    The party(ies) below have signed and acknowledge receipt of a copy.

97	_____	_____
98	<b>BUYER</b>	<b>BUYER</b>
99	By: _____	By: _____
100	_____	_____
101	Title _____	Title _____
102	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
103	<b>Date</b>	<b>Date</b>

104    The party(ies) below have signed and acknowledge receipt of a copy.

105		_____
106	<b>SELLER</b> Mark A Ruby	<b>SELLER</b>
107	By: _____	By: _____
108		_____
109	Title _____	Title _____
110	<b>12-5-23</b> at <b>13:41</b> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
111	<b>Date</b>	<b>Date</b>

**For Information Purposes Only:**

\_\_\_\_\_ **United Country Town & Country**  
Listing Company  
  
\_\_\_\_\_ **Samuel Lee Stout**  
Independent Licensee

\_\_\_\_\_  
Selling Company  
  
\_\_\_\_\_  
Independent Licensee

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